

<i>SERFF Tracking Number:</i>	<i>MUTM-126166824</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>United of Omaha Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42500</i>
<i>Company Tracking Number:</i>	<i>JAIME MOSQUEDA</i>		
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.003 Long Term</i>
<i>Product Name:</i>	<i>LTD Contract Changes 7103GI-LTD-EZ 08 et al</i>		
<i>Project Name/Number:</i>	<i>LTD Contract Changes/7103GI-LTD-EZ 08 et al</i>		

Filing at a Glance

Company: United of Omaha Life Insurance Company

Product Name: LTD Contract Changes 7103GI- SERFF Tr Num: MUTM-126166824 State: ArkansasLH
LTD-EZ 08 et al

TOI: H11G Group Health - Disability Income

SERFF Status: Closed

State Tr Num: 42500

Sub-TOI: H11G.003 Long Term

Co Tr Num: JAIME MOSQUEDA

State Status: Approved-Closed

Filing Type: Form

Co Status:

Reviewer(s): Rosalind Minor

Authors: Kristin Miller, Jaime
Mosqueda, June Rodgers, Jeff

Disposition Date: 06/03/2009

Protextor

Date Submitted: 05/28/2009

Disposition Status: Approved-
Closed

Implementation Date Requested: On Approval

Implementation Date:

State Filing Description:

General Information

Project Name: LTD Contract Changes

Project Number: 7103GI-LTD-EZ 08 et al

Requested Filing Mode: Review & Approval

Explanation for Combination/Other:

Submission Type: New Submission

Overall Rate Impact:

Filing Status Changed: 06/03/2009

Deemer Date:

Filing Description:

RE: United of Omaha Life Insurance Company

NAIC# 261-69868 FEIN 47-0322111

Group Health Insurance

Long-Term Disability Insurance

7103GI-LTD-EZ 08 et. al.

Status of Filing in Domicile: Authorized

Date Approved in Domicile: 04/20/2009

Domicile Status Comments:

Market Type: Group

Group Market Size: Large

Group Market Type: Employer

Explanation for Other Group Market Type:

State Status Changed: 06/03/2009

Corresponding Filing Tracking Number:

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Memorandum of Variable Material

Enclosed for filing with your Department are copies of the following group disability income insurance forms:

DESCRIPTION FORM NUMBER

Long-Term Disability Benefits 7103GI-LTD-EZ 08
Long-Term Disability Definitions 7101GD-LTD-EZ 08
Employer Sponsored Pension Plan Rider 8592GR-RX-EZ CERT 08

These forms were developed to update United of Omaha Life Insurance Company's group long-term disability (LTD) insurance programs. We would also like to offer these on a voluntary basis. These forms are new and will not replace any previously filed forms. They will be used in conjunction with previously approved insert and rider forms to produce a group certificate booklet. A group policyholder will utilize incorporation master policy 7000GM-U-EZ 2001, approved by your Department on June 18, 2001, through which these group certificate booklets will be issued.

Long-Term Disability Benefits Insert, form 7103GI-LTD-EZ 08, provides the benefits for the group LTD certificate booklet.

Long-Term Disability Definitions Insert, form 7101GD-LTD-EZ 08, provides the key defined terms that will be used for the LTD product.

Employer Sponsored Pension Plan/Savings and Investment Plan Contribution Rider, form 8592GR-RX-EZ CERT 08, provides an extra benefit to an employee who is receiving disability benefits, to be deposited into their employer sponsored pension plan/savings and investment plan.

These new forms have been prepared with the broadest possible combination of choices, which is why there are sometimes several variations of the same provision or defined term within a form. We ask that these forms be approved on a variable basis to enable us to remove definitions, exclusions and other provisions when they are not selected by a policyholder. You have our assurance that we will not add to or revise text that has been approved by your Department, but instead will only delete text to permit a policyholder to customize their coverage. Variability is also requested regarding time frames, percentages, dollar amounts, bracketed items, and items of an administrative nature (such as telephone numbers) to enable such items to be changed without re-filing. Any variability would be applied in

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accordance with your state's requirements and limitations. A Memorandum of Variable Material outlining all variable items is attached.

The above captioned forms have no premium rate impact; therefore, no rate materials are attached.

You have our assurance that these forms meet or exceed your state's minimum Flesch score requirements.

Your review and approval of this submission will be most appreciated. If I may be of additional assistance to you, please feel free to call me at the number listed below.

Sincerely,

Jaime Mosqueda
Product and Advertising Compliance Analyst
Regulatory Affairs
Phone: 402-351-5062
Fax: 402-351-5298
E-mail: Jaime.Mosqueda@mutualofomaha.com

Company and Contact

Filing Contact Information

Jaime Mosqueda, Product & Advertising Compliance Analyst	jaime.mosqueda@mutualofomaha.com
4 - Regulatory Affairs Division	(402) 351-5062 [Phone]
Omaha, NE 68175	(402) 351-5298[FAX]

Filing Company Information

United of Omaha Life Insurance Company	CoCode: 69868	State of Domicile: Nebraska
Mutual of Omaha Plaza	Group Code: 261	Company Type: Life Insurance
Omaha, NE 68175	Group Name:	State ID Number:

SERFF Tracking Number: *MUTM-126166824* *State:* *Arkansas*
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Product Name: *LTD Contract Changes 7103GI-LTD-EZ 08 et al*
Project Name/Number: *LTD Contract Changes/7103GI-LTD-EZ 08 et al*

(402) 351-6420 ext. [Phone] FEIN Number: 47-0322111

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Filing Fees

Fee Required? Yes
 Fee Amount: \$60.00
 Retaliatory? No
 Fee Explanation: 20.00X3 riders=60.00
 Per Company: No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
United of Omaha Life Insurance Company	\$60.00	05/28/2009	28151337

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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	06/03/2009	06/03/2009

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Disposition

Disposition Date: 06/03/2009

Implementation Date:

Status: Approved-Closed

Comment:

Rate data does NOT apply to filing.

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Item Type	Item Name	Item Status	Public Access
Supporting Document	Flesch Certification	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Memorandum of Variability	Approved-Closed	Yes
Supporting Document	Fee Schedule Cert	Approved-Closed	Yes
Form	Long-Term Disability Definitions	Approved-Closed	Yes
Form	Long-Term Disability Benefits	Approved-Closed	Yes
Form	Employer Sponsored Pension Plan Rider	Approved-Closed	Yes

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Form Schedule

Lead Form Number: 7103GI-LTD-EZ 08 et al

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	7101GD-LTD-EZ 08	Certificate Amendmen	Long-Term Disability Definitions	Initial		43	7101GD-LTD-EZ 08 [AR].pdf
		t, Insert					
		Page,					
		Endorseme					
		nt or Rider					
Approved-Closed	7103GI-LTD-EZ 08	Certificate Amendmen	Long-Term Disability Benefits	Initial		43	7103GI-LTD-EZ 08.pdf
		t, Insert					
		Page,					
		Endorseme					
		nt or Rider					
Approved-Closed	8592GR-RX-EZ CERT 08	Certificate Amendmen	Employer Sponsored Pension Plan	Initial Rider		49	8592GR-RX-EZ CERT 08.pdf
		t, Insert					
		Page,					
		Endorseme					
		nt or Rider					

LONG-TERM DISABILITY DEFINITIONS

Terms defined in this provision are used in, or apply to, other provisions throughout the Policy, Certificate and any Riders. Definitions of other terms may be found in other provisions. Any singular word shall include any plural of the same word.

[Activities of Daily Living means:

- (a) Bathing – the ability to wash oneself in the tub or shower or by sponge bath from a basin without Direct Assistance;
- (b) Dressing – the ability to change clothes without Direct Assistance, including, but not limited to, fastening and unfastening any Medically Necessary braces or artificial limbs;
- (c) Eating/Feeding – the ability to eat without Direct Assistance, once food has been prepared and made available;
- (d) Transferring – the ability to move in and out of a chair or bed without Direct Assistance, except with the aid of equipment (including support and other mechanical devices); and
- (e) Toileting – the ability to get to and from and on and off the toilet, to maintain a reasonable level of personal hygiene and to adjust clothing without Direct Assistance.]

[Alcohol and Drug Abuse and/or Substance Abuse means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases as an alcohol or drug related condition or disease.

The Policy may include limited benefits for any one or more of the conditions or diseases included in this definition. If it does, only those limited benefits relating to this condition or disease will be available.]

[Appropriate Care and Treatment means medical care and treatment that meet all of the following:

- (a) It is received from a Physician whose expertise, medical training, and clinical experience are suitable for treating Your Injury or Sickness;
- (b) It is Medically Necessary;
- (c) It is consistent in type, frequency, and duration of treatment with relevant guidelines based on national medical research or published by health care organizations and government agencies;
- (d) It is consistent with the diagnosis of Your condition; and
- (e) Its purpose is to improve Your medical condition and thereby aid in Your ability to return to work.]

[Cognitively Impaired means confusion or disorientation resulting from deterioration or loss in intellectual capacity as measured and confirmed by cognitive tests satisfactory to Us. Evidence or indications of being cognitively impaired include, but are not limited to, wandering, abusive or assaultive behavior, poor judgment or uncooperativeness which poses a danger to self or others, and extreme bizarre personal hygiene.]

[Current Earnings means any actual pre-tax monthly income You receive while You are working and eligible to receive a Monthly Benefit, or the pre-tax earnings You could receive if You were working at Your Maximum Capacity. If Your current earnings fluctuate, We reserve the option to average Your

current earnings over the most recent three-month period and continue Your claim provided the average does not exceed the percentage of [Indexed Pre-Disability Earnings] [Basic Monthly Earnings] allowed by the Policy. A Monthly Benefit will not be payable for any month during which Your current earnings exceed that percentage.]

[Deferred Compensation] means contributions You make through a salary reduction agreement with Your employer to a plan or arrangement under Internal Revenue Code (IRC) §:

- (a) 401(k);
- (b) 403(b);
- (c) 408(k);
- (d) 457 Deferred Compensation arrangement; or
- (e) any other deferred compensation agreement or arrangement defined under the Internal Revenue Code.]

[Direct Assistance] means that continuous assistance or verbal direction is required to be able to perform the Activities of Daily Living safely and completely.]

[Disability and Disabled] mean that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which You satisfy either the Occupation Test or the Earnings Test. You may satisfy both the Occupation Test and the Earnings Test, but You need to satisfy only one test in order to be considered Disabled.

Occupation Test means:

- (a) [during the first [V] [month][year][s]], You are prevented from performing the Material Duties of Your Regular Occupation [(on a part-time or Full-Time basis) or are unable to work Full-Time]; [.] [and] [or]
- [(b) after [V] [month][year][s], You are unable to perform all of the Material Duties of any Gainful Occupation.]

[Earnings Test] means after the Elimination Period, You are unable to generate Current Earnings which exceed [60-99]% of Your Basic Monthly Earnings in Your Regular Occupation [or any Gainful Occupation].]

[Disability and Disabled] mean that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which:

- (a) during the Elimination Period, You are prevented from performing the Material Duties of Your Regular Occupation (on a part-time or Full-Time basis) or are unable to work Full-Time; and
- (b) after the Elimination Period, You are:
 - (1) prevented from performing the Material Duties of Your Regular Occupation (on a part-time or Full-Time basis) or are unable to work Full-Time; and
 - (2) unable to generate Current Earnings which exceed [60-99]% of Your Basic Monthly Earnings due to that same Injury or Sickness.]

[Disability and Disabled] mean that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which:

- (a) during the Elimination Period, You are prevented from performing the Material Duties of Your Regular Occupation (on a part-time or Full-Time basis) or are unable to work Full-Time; and
- (b) after the Elimination Period, You are:
 - (1) unable to generate Current Earnings which exceed [60-99]% of Your Basic Monthly Earnings due to that same Injury or Sickness; and
 - (2) prevented from performing the Material Duties of Your Regular Occupation (on a part-time or Full-Time basis) or are unable to work Full-Time.]

[Disability and Disabled] mean that because of an Injury or Sickness, a significant change in Your mental or physical functional capacity has occurred in which You are unable to perform all of the Material Duties of any Gainful Occupation.]

[After a Monthly Benefit has been paid for [V] [month[s]] [year[s]], disability and disabled mean You are unable to perform all of the Material Duties of any Gainful Occupation.]

[After a Monthly Benefit has been paid for [V] [month[s]] [year[s]], You must satisfy one of the following conditions:

- (a) You reached Your normal retirement age under the U.S. Social Security Act prior to the end of Your first [V] [month[s]] [year[s]] of Monthly Benefits and You are unable to perform all of the Material Duties of any Gainful Occupation; or
- (b) as a result of Your Injury or Sickness, it was determined under the U.S. Social Security Act that You had a disability which began prior to the end of Your first [V] [month[s]] [year[s]] of Monthly Benefits and Your Social Security disability or normal retirement payments continue.]

[After a Monthly Benefit has been paid for [V] [month[s]] [year[s]], Disability and Disabled mean that:

- (a) Either:
 - (1) You are unable to safely and completely perform two or more Activities of Daily Living; or
 - (2) You are Cognitively Impaired and need Direct Assistance for Your protection or for the protection of others; and
- (b) You are unable to generate Current Earnings which exceed [V]% of Your Basic Monthly Earnings due to that same Injury or Sickness.]

[When disability is based upon inability to perform Activities of Daily Living, to remain eligible for continued benefits, You must continue to incur expense for a Medically Necessary service or supply that assists You in performing Your Activities of Daily Living by a provider of such services or supplies.]

[Disability is determined relative to Your ability or inability to work. It is not determined by the availability of a suitable position with Your employer.]

[Elimination Period] means the number of days of Disability which must be satisfied before You are eligible to receive benefits. The elimination period is shown in the Schedule. The elimination period begins on the first day of Disability. [If You are working, the elimination period can be satisfied provided Your Disability does not stop for more than the number of accumulated days shown in the elimination period section of the Schedule.] [If You are not continuously Disabled, the elimination period must be satisfied within a period of time which does not exceed two times the length of the elimination period as shown in the Schedule; otherwise, a new elimination period will apply.]]

[Full-Time] means working the required number of hours to be considered a full-time employee of the Policyholder.]

[Gainful Occupation] means an occupation for which You are reasonably fitted by training, education, or experience, and is or can be expected to provide You with Current Earnings at least equal to [60, 80, 85] % of Basic Monthly Earnings within 12 months of Your return to work.]

[Gainful Occupation] means an occupation for which You are reasonably fitted by training, education, or experience, and is or can be expected to provide You with Current Earnings at least equal to Your Gross Monthly Benefit within 12 months of Your return to work.]

[Gross Monthly Benefit] means Your Monthly Benefit amount before any reduction for Other Income Benefits and Current Earnings.]

[Hospital] means an accredited facility, licensed by the proper authority of the area in which it is located, to provide care and treatment for the condition causing Your Disability. A hospital does not include a facility or institution, or part of a facility or institution, which is licensed or used principally as a clinic, convalescent home, rest home, nursing home or home for the aged, halfway house, or board and care facility.]

[Indexed Pre-Disability Earnings] means Your Basic Monthly Earnings increased on the first anniversary of Monthly Benefits and each subsequent anniversary by the lesser of 10% or the percentage change in the Consumer Price Index (CPI-W). [A maximum of [5][1-10] adjustments may be made.] The term Consumer Price Index (CPI-W) means the index for Urban Wage Earners and Clerical Workers published by the United States Department of Labor. If the index is discontinued or changed, We may use another nationally-published index that We determine to be comparable to the CPI-W. For the purposes of this definition, the percentage change in the CPI-W means the difference between the current year's CPI-W and the prior year's CPI-W divided by the prior year's CPI-W.]

[Indexed Pre-Disability Earnings] means Your Basic Monthly Earnings increased on the first anniversary of Monthly Benefits and each subsequent anniversary by [7][1-10] %. [A maximum of [5][1-10] adjustments may be made.]]

[Indexed Pre-Disability Earnings] means Your Basic Monthly Earnings increased on the [fifth] anniversary of Monthly Benefits and each subsequent anniversary by [2 ½][1-5] %. A maximum of [5][1-10] adjustments may be made.]

[Injury] means an accidental bodily injury which is the direct result of a sudden, unexpected and unintended event, such as a blow or fall, which requires treatment by a Physician. It must be independent of Sickness or any other cause, including, but not limited to, complications from medical care. Disability due to such injury must begin while You are insured under the Policy. Injury does not include elective or cosmetic surgery or procedures, or complications resulting therefrom.]

[Material Duties] means the essential tasks, functions, and operations relating to Your Regular Occupation that cannot be reasonably omitted or modified.]

[Maximum Capacity] means, based on Your medical restrictions and limitations:

- (a) during the first [**V**] [month][year][s] of disability payments, the greatest extent of work You are able to do in Your Regular Occupation; and

- (b) after [V] [month][year][s] of disability payments, the greatest extent of work You are able to do in any occupation that is reasonably available and for which You are reasonably fitted by education, training, or experience.]

[Maximum Capacity] means, based on Your medical restrictions and limitations, the greatest extent of work You are able to do in Your Regular Occupation.]

[Medically Necessary] means care that is ordered, prescribed, or rendered by a Physician or Hospital, and is determined by Us, or a qualified party or entity selected by Us, to be:

- (a) provided for the diagnosis or direct treatment of Your Injury or Sickness;
- (b) appropriate and consistent with the symptoms and findings or diagnosis and treatment of Your Injury or Sickness; and
- (c) provided in accordance with generally accepted professional standards and/or medical practice.]

[Mental Disorder] means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases as a mental disorder. Not included in this definition are conditions or diseases related to Alcohol and Drug Abuse and/or Substance Abuse.

The Policy may include limited benefits for any one of the conditions or diseases included in this definition. If it does, only those limited benefits relating to this condition or disease will be available.]

[Mental Disorder/Alcohol and Drug Abuse and/or Substance Abuse] means any condition or disease, regardless of its cause, listed in the most recent edition of the International Classification of Diseases as a mental disorder.

The Policy may include limited benefits for any one of the conditions or diseases included in this definition. If it does, only those limited benefits relating to those conditions or diseases will be available.]

[Physician] means any of the following licensed practitioners:

- (a) a doctor of medicine (MD), osteopathy (DO), podiatry (DPM), or chiropractic (DC);
- (b) a licensed doctoral clinical psychologist; or
- (c) where required by law, any other licensed practitioner who is acting within the scope of his/her license.

A physician does not include You, a person who lives with You, or is a part of Your family (Your Spouse; or a child, brother, sister, or parent of You or Your Spouse).]

[Policyholder's Retirement Plan] means any retirement plan:

- (a) which is part of any federal, state, county, municipal, or association retirement system; and
- (b) for which You are eligible as a result of employment with the Policyholder.]

[Recurrent Disability] means a Disability which is related to or due to the same cause(s) of a prior Disability for which You received a Monthly Benefit under the Policy.]

[Regular Care means:

- (a) You visit a Physician as frequently as is medically required, according to standard medical practice, to effectively manage and treat Your disabling condition; and
- (b) You receive Appropriate Care and Treatment.]

[Regular Occupation means the occupation You are routinely performing when Your Disability begins. Your regular occupation is not limited to the specific position You held with the Policyholder, but will instead be considered to be a similar position or activity based on job descriptions included in the most current edition of the U.S. Department of Labor Dictionary of Occupational Titles (DOT). We have the right to substitute or replace the DOT with a service or other information that We determine to be of comparable purpose, with or without notice. To determine Your regular occupation, We will look at Your occupation as it is normally performed in the national economy, instead of how work tasks are performed for a specific employer, at a specific location, or in a specific area or region.]

[Retirement Benefit means money which:

- (a) is payable under a Retirement Plan, either in a lump sum or in the form of periodic payments;
- (b) does not represent contributions made by You; and
- (c) is payable upon the later of:
 - (1) early or normal retirement as defined in the Policyholder's Retirement Plan or under the U.S. Social Security Act; or
 - (2) Disability, if the payment does not reduce the amount of money which would have been paid at the normal retirement age under the plan if the Disability had not occurred.

NOTE: Regardless of how the retirement funds from the Retirement Plan are distributed, We will consider Your contributions and Your employer's contributions to be distributed simultaneously during Your lifetime.]

[Retirement Plan means a plan which provides Your Retirement Benefits and which is not funded wholly by Your contributions. The term shall not include a profit-sharing plan or a plan such as a 401(k), a thrift plan, an individual retirement account (IRA), a tax sheltered annuity (TSA), a stock ownership plan, or a non-qualified plan of Deferred Compensation.]

[Rider means a provision added to the Policy or Your Certificate to expand or limit benefits or coverage.]

[Sickness means a disease, disorder, or condition, including pregnancy, for which you are under the care of a Physician. Disability must begin while You are insured under the Policy. Sickness does not include elective or cosmetic surgery or procedures, or complications resulting therefrom.]

[Spouse means the person to whom You are legally married, or Your domestic partner or equivalent, as recognized and allowed by federal law, or by state law in Your state of residence.]

[We, Our, and Us mean the Insurance Company shown on Your Certificate of Insurance.]

[You, Your, and Insured Person mean an insured employee or member.]

LONG-TERM DISABILITY BENEFITS

Benefits

If, while insured under this provision, You become Disabled due to Injury or Sickness, We will pay the Monthly Benefit shown in the Schedule. Benefits will begin after You satisfy the Elimination Period shown in the Schedule.

[Pre-existing Conditions]

We will not provide benefits for Disability:

- (a) caused by, contributed to by, or resulting from a Pre-existing Condition; and
- (b) which begins in the first [12, 24] months after You are continuously insured under this Policy.

A **Pre-existing Condition** means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services, including diagnostic measures, or had drugs or medicines prescribed or taken in the [3, 6, 12] months prior to the day You become insured under this Policy.]

[Pre-existing Conditions]

We will not provide benefits for any Disability caused by, contributed to by, or resulting from a Pre-existing Condition until the earlier of:

- (a) the day after a 12-month period has passed from the time You were continuously insured under this Policy; or
- (b) the day after a [3, 6]-month period has passed from the time You were continuously insured under this Policy and during which no treatment or service was received for that condition.

A **Pre-existing Condition** means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services, including diagnostic measures, or had drugs or medicines prescribed or taken in the [three, six] months prior to the day You become insured under this Policy.]

[Pre-existing Conditions]

We will not provide benefits for any Disability:

- (a) caused by or contributed to by a Pre-existing Condition; or
- (b) resulting from a Pre-existing Condition.

We will provide benefits for that Disability once You have performed all of the Material Duties of Your Regular Occupation:

- (a) on Your pre-Disability Full-Time work schedule; and
- (b) for at least five consecutive days after You become insured under this Policy.

A **Pre-existing Condition** means any Injury or Sickness for which You received medical treatment, advice or consultation, care or services, including diagnostic measures, or had drugs or medicines prescribed or taken within 30 days prior to the day You become insured under this Policy.]

[Effect of a Pre-existing Condition]

If You become insured under this Policy on its effective date and were covered under a group disability plan maintained by the Policyholder immediately prior to the effective date of this Policy, any benefits payable under this Policy for a Disability due to a Pre-existing Condition will be determined as follows:

1. If You cannot satisfy the Pre-existing Conditions provision of this Policy, but have satisfied the pre-existing condition provision under the prior disability plan, giving consideration towards continuous time covered under both plans, We will pay the lesser of:
 - (a) the benefit that would have been paid under the prior plan; or
 - (b) the benefit payable under this Policy.
2. If You cannot satisfy the Pre-existing Conditions provision under this Policy or of the prior plan, no benefit under this Policy will be payable.]

Recurrent Disability

A Recurrent Disability will be treated as part of Your prior claim and You will not be required to satisfy another Elimination Period if:

- (a) You were continuously insured under the Policy for the period between Your prior claim and Your Recurrent Disability; and
- (b) Your Recurrent Disability occurs within six months of the end of Your prior claim.

In order to prevent over-insurance because of duplication of benefits, benefits payable under this Recurrent Disability provision will cease if benefits are payable to You under any other group disability income policy or plan.

[Survivor Benefit]

We will pay a Survivor Benefit to Your Eligible Survivor when We receive proof that You died:

- (a) after being Disabled; and
- (b) while receiving or being eligible to receive a Monthly Benefit under this Policy.

However, if there are no Eligible Survivors, the Survivor Benefit will be paid to Your estate.

Eligible Survivor means Your Spouse, if living; otherwise, it means Your natural and/or adopted children who are living and under age [25]. An eligible survivor must be living at the time of Your death.

The Survivor Benefit will be an amount equal to [three, six] times Your Monthly Benefit payable for the month immediately prior to Your death.

If a Survivor Benefit is payable to Your child and, if there is more than one such child, then the Survivor Benefit will be divided equally among such children.

If payment becomes due to Your child or children, the payment will be made to:

- (a) Your child or children; or
- (b) a person named by Us to receive payments on the child's or children's behalf. This payment will be valid and effective against all claims by the child or children or by others representing or claiming to represent said child or children.]

[Survivor Benefit]

We will pay a Survivor Benefit to Your Eligible Survivor when We receive proof that You died:

- (a) after You had been Disabled for twelve or more consecutive months; and
- (b) while receiving, or being eligible to receive, a Monthly Benefit under this Policy.

We will pay this benefit monthly for two years from the date of death. The amount will be equal to 66 2/3% of Your Last Monthly Benefit.

Eligible Survivor means Your Spouse, if living; otherwise, Your natural and/or adopted children who are living and under age [25]. Benefits will be paid equally among Your eligible children. If there are no eligible survivors, no benefits will be payable.

Last Monthly Benefit means the Monthly Benefit paid or payable to You during the month immediately prior to Your death, but not including any adjustment for earnings.]

[Child Care Expense Provision]

After You have received a total of 12 months of disability benefits, any Child Care Expense You incur for Your Dependent Child will be included in the disability benefits formula as described in the Monthly Benefit section of the Schedule, provided that You continue to be Disabled.

Any Child Care Expense benefits are subject to the following:

- (a) The maximum Child Care Expense considered is [\$350] per month per child (or prorated for any lesser period);
- (b) Child Care Expenses of up to 100% of Current Earnings will be considered; and
- (c) The result of subtracting Child Care Expenses from Current Earnings can never be less than zero.

Child Care Expense means the expense incurred for Child Care provided by an adult other than a person who is part of Your immediate family (You; Your Spouse; or a child, brother, sister, or parent of You or Your Spouse).

Child Care means care for children provided on a regular basis for daily periods of less than 24 hours, whether the care is for daytime or nighttime hours.

For the purpose of this provision, a **Dependent Child** means a natural, foster, adopted, or step-child who is:

- (a) under age [15]; or
- (b) incapable of self-sustaining employment and dependent on You for support because of a mental or physical handicap.]

[Family Care Expense Provision]

After You have received a total of 12 months of Monthly Benefits, any Family Care Expense You incur for Your dependent child or Qualifying Family Member will be included in the disability benefits formula as described in the Monthly Benefit section of the Schedule, provided that You continue to be Disabled.

Any Family Care Expense benefits are subject to the following:

- (a) The maximum Family Care Expense considered is [\$350] per month per child or Qualifying Family Member (or prorated for any lesser period);

- (b) Family Care Expenses of up to 100% of Current Earnings will be considered; and
- (c) The result of subtracting Family Care Expenses from Current Earnings can never be less than zero.

Family Care Expense means the expense incurred for care, supervision, and support of a Qualifying Family Member, provided by an adult other than a person who is part of Your immediate family (You; Your Spouse; or a child, brother, sister, or parent of You or Your Spouse). The charges for family care must be documented by a receipt from the caregiver.

Qualifying Family Member means:

- (a) Your children under age [15] or
- (b) a member of Your household who is mentally or physically handicapped and dependent upon You for support and maintenance.]

When Benefits End

Benefits will be paid during a period of Disability until the earliest of:

- (a) the day You are no longer Disabled;
- (b) the day You die;
- (c) the end of the Maximum Benefit Period shown in the Schedule;
- (d) the day You fail to provide Us satisfactory proof of continuous Disability and/or any Current Earnings;
- (e) the day You fail to comply with Our request to be examined by a Physician and/or vocational rehabilitation expert of Our choice;
- (f) the day You are not under Regular Care for the Injury or Sickness that caused the Disability;
- (g) the day You are able to return to work on a part-time or Full-Time basis and do not do so; or
- (h) the day Monthly Benefits have been paid to You for a cumulative period of 12 months, when You are outside the United States or Canada on such day. If You are in the United States or Canada on such day, Monthly Benefits are payable to the end of the Maximum Benefit Period shown in the Schedule, subject to all other Policy provisions.

General Exclusions

We will not pay benefits for any Disability which is caused by, contributed to by, or resulting from:

- (a) declared or undeclared war, or any act of war or armed aggression;
- (b) Your participation in a riot, insurrection, or rebellion;
- (c) Your commission of a felony for which You have been charged under state or federal law;
- (d) an intentionally self-inflicted Injury or Sickness, whether You are sane or insane;
- (e) attempted suicide, whether You are sane or insane;
- (f) [which results from Alcohol and Drug Abuse and/or Substance Abuse;]
- (g) [Alcohol and Drug Abuse and/or Substance Abuse, except as specifically provided in the Schedule;] or
- (h) [which results from Mental Disorders;] [or]
- (i) [Mental Disorders, except as specifically provided in the Schedule][.]

We also will not pay benefits for any Disability:

- (a) with respect to Alcohol and Drug Abuse and/or Substance Abuse, while You are not being actively supervised by and receiving continuing treatment from a rehabilitation center or designated institution approved for such treatment by an appropriate body in the governing jurisdiction, or if none, by Us;
- (b) while You are incarcerated or imprisoned for any period exceeding 60 days; or
- (c) that is solely a result of a loss of a professional license, occupational license, or certification.

EMPLOYER SPONSORED PENSION PLAN/SAVINGS AND INVESTMENT PLAN CONTRIBUTION RIDER

This Rider is made a part of Group Policy [Insert Policy Number].

This Rider is effective the later of [Insert Policy Effective Date] or the day You become insured under the Policy.

In the event of a conflict between this Rider and any other provision of the Policy, including the Certificate, this Rider shall control.

Monthly Pension/Savings and Investment Benefit

While You are receiving disability benefits under the Policy, an extra benefit will be paid and deposited into Your employer sponsored pension plan/savings and investment plan. However, You must have been a participant in the employer sponsored pension plan/savings and investment plan for at least [1 - 6] month[s] prior to Your Disability.

If Your employment is terminated and You are no longer eligible to participate in the employer sponsored pension plan/savings and investment plan and You choose to roll over Your existing plan to another qualified pension, savings, or investment plan, We will then deposit this benefit into that plan on Your behalf.

To calculate the monthly pension/savings and investment benefit:

- (a) If You are not earning more than [1-20%] of Your [Indexed Pre-Disability] [Basic Monthly] Earnings in Your Regular Occupation or another occupation for the employer, take the lesser of [1-50 %] of Your Basic Monthly Earnings or the maximum allowable by law; or
- (b) If You are earning more than [1-20%] of Your [Indexed Pre-Disability] [Basic Monthly] Earnings in Your Regular Occupation or another occupation for the employer, use the following formula to calculate the benefit:

$$(A \text{ divided by } B) \times C$$

A= Your [Indexed Pre-Disability] [Basic Monthly] Earnings minus Your monthly earnings received while You are Disabled.

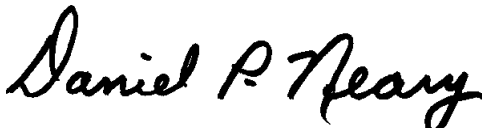
B= Your [Indexed Pre-Disability] [Basic Monthly] Earnings.

C= The benefit as figured in (a) above.

No reductions for Other Income Benefits will be taken under this additional benefit.

This benefit will not be payable, and payments will cease, when You are no longer eligible to participate in the employer sponsored pension plan/savings and investment plan, if You choose not to rollover Your existing plan to another qualified pension, savings, or investment plan.

UNITED OF OMAHA LIFE INSURANCE COMPANY

A handwritten signature in black ink that reads "Daniel P. Neary". The signature is written in a cursive style with a large, stylized 'D' and 'N'.

Chairman of the Board and Chief Executive Officer

<i>SERFF Tracking Number:</i>	<i>MUTM-126166824</i>	<i>State:</i>	<i>Arkansas</i>
<i>Filing Company:</i>	<i>United of Omaha Life Insurance Company</i>	<i>State Tracking Number:</i>	<i>42500</i>
<i>Company Tracking Number:</i>	<i>JAIME MOSQUEDA</i>		
<i>TOI:</i>	<i>H11G Group Health - Disability Income</i>	<i>Sub-TOI:</i>	<i>H11G.003 Long Term</i>
<i>Product Name:</i>	<i>LTD Contract Changes 7103GI-LTD-EZ 08 et al</i>		
<i>Project Name/Number:</i>	<i>LTD Contract Changes/7103GI-LTD-EZ 08 et al</i>		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number: MUTM-126166824 State: Arkansas
Filing Company: United of Omaha Life Insurance Company State Tracking Number: 42500
Company Tracking Number: JAIME MOSQUEDA
TOI: H11G Group Health - Disability Income Sub-TOI: H11G.003 Long Term
Product Name: LTD Contract Changes 7103GI-LTD-EZ 08 et al
Project Name/Number: LTD Contract Changes/7103GI-LTD-EZ 08 et al

Supporting Document Schedules

Satisfied -Name: Flesch Certification **Review Status:** Approved-Closed 06/03/2009
Comments:
Attachment:
AR Read Cert.pdf

Bypassed -Name: Application **Review Status:** Approved-Closed 06/03/2009
Bypass Reason: N/A
Comments:

Satisfied -Name: Memorandum of Variability **Review Status:** Approved-Closed 06/03/2009
Comments:
Attachment:
Memorandum of Variability.pdf

Satisfied -Name: Fee Schedule Cert **Review Status:** Approved-Closed 06/03/2009
Comments:
Attachment:
AR Fee Schedule Cert .pdf

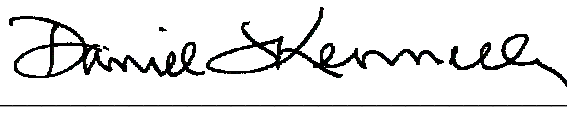
CERTIFICATION

This is to certify that the attached form(s) has/have achieved the following Flesch Reading Ease Score(s) and complies/comply with the requirements of Ark. Stat. §§66-3251 through 66-3258, cited as the Life and Disability Insurance Policy Language Simplification Act.

<u>Form</u>	<u>Description</u>	<u>Score</u>
7103GI-LTD-EZ 08	Long-Term Disability Benefits	43.3
7101GD-LTD-EZ 08	Long-Term Disability Definitions	42.8
8592GR-RX-EZ CERT 08	Employer Sponsored Pension Plan Rider	48.6

United of Omaha Life Insurance Company

Date: May 26, 2009



Daniel J. Kennelly
Vice President & Chief Compliance Officer

MEMORANDUM OF VARIABLE MATERIAL

Group Long-Term Disability 2009

Listed below are the areas of the filed form for which approval is requested on a variable basis:

Long-Term Disability Definitions 7101GD-LTD-EZ 08

Page	Variable Item	Explanation
Entire Form	Definitions	Remove any definitions not selected/needed by Policyholder
2-3	Definition of Disability and Disabled	Policyholder will select 1 of the 4 definitions
2	First Definition of Disability and Disabled - Occupation Test [V] [month][year][s]	Policyholder may choose between a range of 12-60 months or 1-5 years
2	Second and fourth definitions of Disability and Disabled - [60-99]%	Policyholder will select from the range of 60-99%
3	Fourth Definition of Disability and Disabled - [V] months or years (multiple occurrences)	Policyholder may choose between a range of 12-60 months or 1-5 years
3	Third Definition of Disability and Disabled - [V] %	Policyholder will select from a range of 60 to 99
3	Definition of Elimination Period - [If You are working, the elimination period can be satisfied provided Your Disability does not stop for more than the number of accumulated days shown in the elimination period section of the Schedule.] [If You are not continuously Disabled, the elimination period must be satisfied within a period of time which does not exceed two times the length of the elimination period; otherwise, a new elimination period will apply.]	Policyholder may choose to include one sentence or neither sentence
4	Definition of Gainful Occupation	Policyholder will select 1 of the 2 definitions
4	Definition of Gainful Occupation - [60, 80, 85]%	Policyholder will select from the range of numbers provided
4	Definition of Indexed Pre-Disability Earnings	Policyholder will select 1 of the 3 definitions
4	[A maximum of [5][1-10] adjustments may be made.]	This sentence will be left out if the number of adjustments allowed is unlimited
4	Definitions of Indexed Pre-Disability Earnings - [5][1-10] adjustments	Policyholder may choose our standard 5 or select from a range of 1 - 10
4	Fourth Definition of Indexed Pre-Disability Earnings - [7][1-10] %	Policyholder may choose our standard 7 or select from a range of 1 - 10
4	Fifth Definition of Indexed Pre-Disability Earnings - [2 ½][1-5] %	Policyholder may choose our standard 2 ½ or select from a range of 1 - 5
4	Definition of Material Duties - [In no event will We consider working an average of more than 40 hours per week in itself to be a part of material duties.] [One of the material duties of Your Regular Occupation is the ability to work for an employer on a full-time basis.]	Policyholder may choose to include one sentence or neither sentence
5	Definition of Maximum Capacity - [V] [month][year][s]	Policyholder may choose 12, 24, 36, or 60 months, or 1, 2, 3, or 5 years

MEMORANDUM OF VARIABLE MATERIAL

Group Long-Term Disability 2009

Long-Term Disability Benefits 7103GI-LTD-EZ 08

<u>Page</u>	<u>Variable Item</u>	<u>Explanation</u>
1	Pre-existing Conditions	Policyholder will select 1 of the 3 provisions
1	First Pre-existing Conditions provision - [12, 24], [3, 6, 12]	Policyholder will select from the range of numbers provided
1	Second Pre-existing Conditions provision - [3,6]	Policyholder will select either 3 or 6 months
2	Effect of a Pre-existing Condition	Policyholder may choose to include this provision
2-3	Survivor Benefit	Policyholder may choose 1 of the 2 provisions or choose to exclude this provision
2	First Survivor Benefit provision - [three, six]	Policyholder will select either 3 or 6 times
3	Child Care Expense Provision	Policyholder may choose to include this provision
3-4	Family Care Expense Provision	Policyholder may choose to include this provision

Employer Sponsored Pension Plan/Savings and Investment Plan Contribution Rider 8592GR-RX-EZ CERT 08

<u>Page</u>	<u>Variable Item</u>	<u>Explanation</u>
1	[Insert policy number]	Insert policy number
1	[Insert policy effective date]	Insert policy effective date
1	[1 - 6] month[s]	Policyholder will choose 1 - 6 months
1	take the lesser of [1-50 %] of Your Basic Monthly Earnings or the maximum allowable by law	Policyholder will choose 1-50%
1	[1-20]%	Policyholder will choose 1 - 20%
1	[Indexed Pre-Disability] [Basic Monthly]	Will use one depending on whether policyholder chooses to use Indexed Pre-Disability Earnings or Basic Monthly Earnings

Any bracketed punctuation or conjunctions shall be maintained or removed in order to ensure that variable material reads correctly. Variability is also requested regarding items of an administrative nature (such as telephone numbers) to enable such items to be changed without re-filing.

ARKANSAS
INSURANCE
DEPARTMENT

400 University Tower Building
1123 South University Ave.
Little Rock, Arkansas 72204

Lee Douglass
Insurance Commissioner

ATTN: LIFE & HEALTH DIVISION, ARKANSAS INSURANCE DEPARTMENT

Company Name: United of Omaha Life Insurance Company

Company NAIC Code: 261-69868

Company Contact Person & Phone: Jaime Mosqueda

402-351-5062

INSURANCE DEPARTMENT USE ONLY:

ANALYST: _____ AMOUNT: _____ ROUTE SLIP: _____

ALL FEES ARE PER EACH INSURER, PER ANNUAL STATEMENT LIFE OF BUSINESS, UNLESS OTHERWISE INDICATED.

FEE SCHEDULE FOR ADMITTED INSURERS

RATE/FORM FILINGS

Life and/or Disability policy form filing and review, per each policy, contract, annuity form, per each insurer, per each filing.

* _____ X \$50 = \$ _____

**Retaliatory \$ _____

Life and/or Disability - Filing and review of each rate filing or loss ratio guarantee filing, per each insurer.

* _____ X \$50 = _____

**Retaliatory \$ _____

Life and/or Disability Policy, Contract or Annuity Forms : Filing and review of each certificate, rider, endorsement or application if each is filed separately from the basic form.

* 3 X \$20 = \$60

**Retaliatory \$ _____

Life and/or Disability: Filing and review of Insurer's advertisements, per advertisement, per each insurer.

* _____ X \$25 = \$ _____

**Retaliatory \$ _____

AMEND CERTIFICATE OF AUTHORITY

Review and processing of information to amend an Insurer's Certificate of Authority

* _____ X \$400 = _____

Filing to amend Certificate of Authority.

*** _____ X \$100 = _____

***THESE FEES ARE PAYABLE UNDER THE NEW FEE SCHEDULE AS OUTLINED UNDER RULE AND REGULATION 57.**

****THESE FEES ARE PAYABLE UNDER THE OLD FEE SCHEDULE AS OUTLINED UNDER ARK. CODE ANN. 23-63-102, RETALIATORY TAX.**

*****THESE FEES ARE PAYABLE AS REQUIRED IN ARK. ANN. SEC. 23-61-401.**